



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

|  |                     |  |   |                                      |  |                            |        |
|--|---------------------|--|---|--------------------------------------|--|----------------------------|--------|
| <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Change<br><input type="checkbox"/> Cancel  | Vendor Code         |  | SC  | Dept.<br>MLH                         | A  | Contract Number            |        |
| County Department<br><b>Behavioral Health</b>  |                     |  | Dept.<br>MLH                              | Orgn.<br>MLH                         | Contractor's License No.                   |                            |        |
| County Department Contract Representative<br><b>Doug Moore</b>   |                     |  | Telephone<br><b>(909)387-7589</b>         |                                      | Total Contract Amount<br><b>\$ 169,824</b> |                            |        |
| Contract Type<br><input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other: |                     |  |   |                                      |  |                            |        |
| If not encumbered or revenue contract type, provide reason: _____  |                     |  |   |                                      |  |                            |        |
| Commodity Code   |                     | Contract Start Date<br><b>July 1, 2003</b> | Contract End Date<br><b>June 30, 2004</b> | Original Amount<br><b>\$ 169,824</b> | Amendment Amount                           |                            |        |
| Fund<br><b>AAA</b>   | Dept.<br><b>MLH</b> | Organization<br><b>MLH</b>                 | Appr.<br><b>200</b>                       | Obj/Rev Source<br><b>200</b>         | GRC/PROJ/JOB No.<br><b>2445</b>            | Amount<br><b>\$169.824</b> |        |
| Fund   | Dept.               | Organization                               | Appr.                                     | Obj/Rev Source                       | GRC/PROJ/JOB No.                           | Amount                     |        |
| Fund   | Dept.               | Organization                               | Appr.                                     | Obj/Rev Source                       | GRC/PROJ/JOB No.                           | Amount                     |        |
| Project Name<br><b>Homeless Negotiated Net</b>   |                     |  | Estimated Payment Total by Fiscal Year    |                                      |  |                            |        |
| <b>Negotiated Rate</b>   |                     |  | FY<br><b>03/04</b>                        | Amount<br><b>\$169,824</b>           | I/D  | FY                         | Amount |
| <b>Contract Type – 2(b)</b>  |                     |  |   |                                      |  |                            |        |
|  |                     |  |   |                                      |  |                            |        |
|  |                     |  |   |                                      |  |                            |        |

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Arpy House, Inc.

hereinafter called Contractor

Address

P.O. Box 5906

Garden Grove, CA 92846

Telephone

(909) 538-5332

Federal ID No. or Social Security No.

03-0421840

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, County desires to purchase and Contractor desires to provide certain Homeless Mentally Disabled services; and,

**WHEREAS**, this agreement is authorized by law,

**NOW, THEREFORE**, the parties hereto do mutually agree to the terms and conditions as follows:

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| Schedule A                                   | - San Bernardino County Approved Programs   |
| Addendum I                                   | - Service(s) Description                    |
| Exhibit A                                    | - Homeless Food and Lodging Voucher Control |
| Exhibit B                                    | - Annual Homeless Shelter Evaluation        |
| Exhibit C                                    | - Claim for Reimbursement                   |
| Attachment I                                 | - Business Associate Agreement              |
| Attachment II                                | - Information Sheet                         |

## I Definition of Terminology

- A. Whenever in this document, and attachments hereto, the terms "contract" and/or "agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.
- B. Definition of May, Shall and Should. Whenever in this document the words "may," "shall" and "should" have been used, the following definitions apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

## II Contract Supervision

The Director, Department of Behavioral Health, herein after referred to as Director, or designee, shall be the County employee authorized to represent the interests of the County in carrying out the terms and conditions of this contract. The Contractor shall provide, in writing, the names of the persons who are authorized to represent the Contractor in this agreement.

## III Performance

- A. Contractor shall provide twelve (12) Male Emergency Shelter Beds, Type 1, consisting of 4,392 client days of semi-supervised living under this agreement for the period July 1, 2003 through June 30, 2004, which are further described in the attached Addendum I, to all persons requesting services within the County area served by the Contractor.
- B. Contractor shall provide eight (8) Dedicated Coed Emergency Shelter Transitional Beds, which are further described in the attached Addendum I, for the period July 1, 2003 through June 30, 2004 under this agreement to all persons requesting services within the County area served by the Contractor.
- C. If, for any reason, information in the Addendum I conflicts with the basic agreement, information in the Addendum I shall take precedence.

#### IV Compensation and Method of Payment

- A. The maximum financial obligation of the County under this agreement is One Hundred Sixty Nine Thousand Eight Hundred Twenty Four Dollars (\$169,824).
- B. The twelve (12) Male Emergency Shelter Beds are negotiated rate Beds wherein Contractor shall provide semi-supervised living services at a rate of Twenty-Two Dollars (\$22.00) per client day. The maximum contract amount for these services is Ninety Six Thousand Six Hundred Twenty Four Dollars (\$96,624).
- C. The eight (8) Dedicated Coed Emergency Shelter Transitional Beds are negotiated net Beds wherein Contractor shall provide semi-supervised living services. County shall make interim payments to Contractor on a monthly basis, in arrears, equal to Six Thousand One Hundred Dollars (\$6,100) per month, which is one twelfth (1/12) of the maximum contract amount for these services, which totals Seventy Three Thousand Two Hundred Dollars (\$73,200).
- D. In the event any of the dedicated Coed Emergency Shelter Transitional Beds described in Article III Performance, Paragraph B., above are not available when County requires them, County shall deduct from Contractor's claim for reimbursement the daily rate shown on the attached Schedule A for each bed that is not available to County.
- E. Contractor shall bill the County Project Liaison monthly in arrears on claim forms provided by County. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for reimbursement shall be completed and forwarded to the County Project Liaison within ten days after the close of the month in which services were rendered. Within a reasonable period of time following receipt of a complete and correct monthly claim, County shall make payment in accordance with the negotiated amount set out in Article IV, Paragraphs B and C., above. Contractor shall attach to the monthly claim the original Food and Lodging Voucher Forms, completed and authorized in accordance with the Homeless Food and Lodging Voucher Control (Exhibit A).

#### V Final Settlement: Audit of Services

- A. Contractor agrees to maintain and retain all appropriate service and financial records for a period of at least five years, or until audit findings are resolved, whichever is later.
- B. Contractor agrees to furnish duly authorized representatives from County and State access to patient/client records and to disclose to State and County representatives all financial records necessary to review or audit contract services and to evaluate the cost, quality, appropriateness and timeliness of services. Said County or State representative shall provide a signed copy of a confidentiality statement similar to that provided for in Section 5328(e) of the Welfare and Institutions Code, when requesting access to any patient records. Contractor will retain said statement for its records.
- C. If a post contact service audit finds that units of service paid for by County were not performed in accordance with this agreement, the Contractor shall reimburse the County on demand for such invalid units of service at the fee-for-service rates in Article IV Compensation and Method of Payment, Paragraphs B. and C. Reimbursement shall be made by Contractor to County using one of the following methods, which shall be at the selection of the County.
  - 1. Payment of total.
  - 2. Payment on a monthly schedule of reimbursement.
  - 3. Credit on future billings.

#### VI Duration and Termination

- A. The term of this agreement shall be from July 1, 2003, through June 30, 2004, inclusive.
- B. This agreement may be terminated immediately by the Director at any time if:

1. The appropriate office of the State of California indicates that this agreement is not subject to reimbursement under law; or
  2. There are insufficient funds available to County; or
  3. The Contractor is found not be in compliance with any or all of the terms of the following Articles of this agreement: VII Personnel, VIII Licensing and Certification, or XVI Indemnification and Insurance.
- C. Either the Contractor or Director may terminate this agreement at any time for any reason or no reason by serving 30 days' written notice upon the other party.
- D. This agreement may be terminated at any time without 30 days' notice by the mutual written concurrence of both the Contractor and the Director.

#### VII Personnel

- A. Contractor shall operate continuously throughout the term of this agreement with at least the minimum number of staff as required by Title 9 of the California Code of Regulations for the mode(s) of service described in this agreement. Contractor shall also satisfy any other staffing requirements necessary to participate in the Short-Doyle/Medi-Cal program, if so funded.
- B. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate

information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### VIII Licensing and Certification

Contractor shall operate continuously throughout the term of this agreement with all licenses, certifications and/or permits as are necessary to the performance hereunder.

#### IX Administrative Procedures

- A. Contractor agrees to adhere to all applicable provisions of:
  - 1. State Department of Mental Health Information Notices, and;
  - 2. County Department of Behavioral Health Standard Practice Manual (SPM). Both the State Department of Mental Health Information Notices and County SPM are included as a part of this contract by reference.
- B. If a dispute arises between the parties to this agreement concerning the interpretation of any State Department of Mental Health Information Notice or County SPM, the parties agree to meet with the Director to attempt to resolve the dispute.
- C. State Department of Mental Health Information Notices shall take precedence in the event of conflict with the terms and conditions of this agreement.

#### X Laws and Regulations

Contractor agrees to comply with all applicable provisions of:

- A. California Code of Regulations, Title 9.
- B. California Code of Regulations, Title 22.
- C. Welfare and Institutions Code, Division 5.

- D. Policies as identified in State policy letters and the Cost Reporting/Data Collection (CR/DC) Manual, latest edition.
- E. Health Insurance Portability And Accountability Act of 1996

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in Attachment I, Business Associate Agreement, hereby incorporated by this reference.

#### XI Patients' Rights

Contractor shall take all appropriate steps to fully protect patients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq.

#### XII Confidentiality

Contractor agrees to comply with confidentiality requirements contained in the Welfare and Institutions Code, commencing with Section 5328.

#### XIII Admission Policies

Contractor shall develop patient/client admission policies which are in writing and available to the public.

#### XIV Client Records



- A. Contractor agrees to maintain and retain client records according to the Client Data System for Homeless Targeted Supplemental Funds, which is described in a letter from the State Department of Mental Health dated May 22, 1986, a copy of which has been given to the Contractor.
- B. Contractor shall ensure that all patient/client records comply with any additional applicable State and Federal requirements.

#### XV Independent Contractor Status

Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents or employees of the County. All personnel, supplies, equipment, furniture, quarters, and operating expenses of any kind required for the performance of this contract shall be provided by Contractor.

#### XVI Indemnification and Insurance

- A. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of claim therefore, except where such indemnification is prohibited by law.
- B. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:
  - 1. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Worker’s Compensation insurance. If the County’s Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

2. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  3. Errors and Omission Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
  4. Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- C. Additional Named Insured - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.
- D. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

- E. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

#### XVII Nondiscrimination

- A. General. Contractor agrees to serve all patients without regard to race, color, sex, religion, national origins or ancestry pursuant to the Civil Rights Act of 1964, as

amended (42 USCA, Section 2000 D), and Executive Order No. 11246, September 24, 1965, as amended.

- B. Handicapped. Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto.
- C. Employment and Civil Rights. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County DBH Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County DBH Contracts Unit within 30 days of awarding of the contract. The Plan

must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, DBH shall supply a sample of the Plan format. The Contractor shall be monitored by DBH for compliance with provisions of its Civil Rights Plan.

#### XVIII Assignment

- A. This agreement shall not be assigned by Contractor, either in whole or in part, without the prior written consent of the Director.
- B. This contract and all terms, conditions and covenants hereto shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

XIX Conclusion

- A. This agreement consisting of fourteen (14) pages, Schedule A, Addendum I, Exhibit A, Exhibit B, Exhibit C, Attachment I, and Attachment II, inclusive is the full and complete document describing the services to be rendered by Contractor to County, including all covenants, conditions and benefits.
- B. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has caused this agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

►  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Department Head

Date \_\_\_\_\_

**Auditor/Controller-Recorder Use Only**

|  |                              |
|--|------------------------------|
| <input type="checkbox"/> Contract Database | <input type="checkbox"/> FAS |
| Input Date                                 | Keyed By                     |

**SCHEDULE A**

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED RATE  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

**SCHEDULE A**

Page 1 of 3

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: Arpy House, Inc.

Address: 232 E. Baseline Street

San Bernardino, CA 92410

Date Form Completed: 4/17/2003

|                        |  |                                 |           |  |  |  |  |  |        |
|------------------------|--|---------------------------------|-----------|--|--|--|--|--|--------|
|                        |  | PROVIDER NUMBER                 | 36BN      |  |  |  |  |  |        |
| LINE                   |  | MODE OF SERVICE                 | 5         |  |  |  |  |  | TOTAL  |
| #                      |  | SERVICE FUNCTION                | 80        |  |  |  |  |  |        |
| <b>EXPENSES</b>        |  |                                 |           |  |  |  |  |  |        |
| 1                      |  | SALARIES                        |           |  |  |  |  |  | 0      |
| 2                      |  | BENEFITS                        |           |  |  |  |  |  | 0      |
| 3                      |  | OPERATING EXPENSES              |           |  |  |  |  |  | 0      |
| 4                      |  | TOTAL EXPENSES (1+2+3)          |           |  |  |  |  |  | 0      |
| <b>AGENCY REVENUES</b> |  |                                 |           |  |  |  |  |  |        |
| 5                      |  | PATIENT FEES                    |           |  |  |  |  |  | 0      |
| 6                      |  | PATIENT INSURANCE               |           |  |  |  |  |  | 0      |
| 7                      |  | MEDICARE                        |           |  |  |  |  |  | 0      |
| 8                      |  | GRANTS/OTHER                    |           |  |  |  |  |  | 0      |
| 9                      |  | TOTAL AGENCY REVENUES (5+6+7+8) |           |  |  |  |  |  | 0      |
| 10                     |  | CONTRACT AMOUNT (4*9)           | 96,624.00 |  |  |  |  |  | 96,624 |
|                        |  |                                 |           |  |  |  |  |  |        |
| 11                     |  | TOTAL CONTRACT UNITS            | 4,392     |  |  |  |  |  | 4,392  |
| 12                     |  | CONTRACT MONTHS                 | 12        |  |  |  |  |  |        |
| 13                     |  | RATE PER UNIT (10/11)           | 22.00     |  |  |  |  |  |        |
| 14                     |  | UNITS PER MONTH (11/12)         | 366       |  |  |  |  |  | 366    |
| 15                     |  | MONTHLY AMOUNT (13*14)          | 8,052     |  |  |  |  |  | 8,052  |

APPROVED:

|                               |                      |
|-------------------------------|----------------------|
| _____                         | _____                |
| PROVIDER AUTHORIZED SIGNATURE | CONTRACTS MANAGEMENT |
| DATE                          | DATE                 |
|                               | DBH PROGRAM MANAGER  |
|                               | DATE                 |

# SCHEDULE A

**SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
NEGOTIATED NET AMOUNT  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004**

## SCHEDULE A

Page 2 of 3

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: Arpy House, Inc.

Address: 151 E. King Street

San Bernardino, CA 92408

Date Form Completed: 4/17/2003

|                        |  |                                   |           |  |  |  |  |  |        |
|------------------------|--|-----------------------------------|-----------|--|--|--|--|--|--------|
|                        |  | PROVIDER NUMBER                   | 36BM      |  |  |  |  |  |        |
| LINE                   |  | MODE OF SERVICE                   | 5         |  |  |  |  |  | TOTAL  |
| #                      |  | SERVICE FUNCTION                  | 80        |  |  |  |  |  |        |
| <b>EXPENSES</b>        |  |                                   |           |  |  |  |  |  |        |
| 1                      |  | SALARIES                          |           |  |  |  |  |  | 0      |
| 2                      |  | BENEFITS                          |           |  |  |  |  |  | 0      |
| 3                      |  | OPERATING EXPENSES                |           |  |  |  |  |  | 0      |
| 4                      |  | TOTAL EXPENSES (1+2+3)            |           |  |  |  |  |  | 0      |
| <b>AGENCY REVENUES</b> |  |                                   |           |  |  |  |  |  |        |
| 5                      |  | PATIENT FEES                      |           |  |  |  |  |  | 0      |
| 6                      |  | PATIENT INSURANCE                 |           |  |  |  |  |  | 0      |
| 7                      |  | MEDICARE                          |           |  |  |  |  |  | 0      |
| 8                      |  | GRANTS/OTHER                      |           |  |  |  |  |  | 0      |
| 9                      |  | TOTAL AGENCY REVENUES (5+6+7+8)   |           |  |  |  |  |  | 0      |
| 10                     |  | CONTRACT AMOUNT (4-9)             | 73,200.00 |  |  |  |  |  | 73,200 |
|                        |  |                                   |           |  |  |  |  |  |        |
| 11                     |  | CONTRACT DAYS                     | 366.00    |  |  |  |  |  |        |
| 12                     |  | CONTRACT MONTHS                   | 12.00     |  |  |  |  |  |        |
| 13                     |  | NUMBER OF UNITS                   | 8.00      |  |  |  |  |  |        |
| 14                     |  | TOTAL CLIENT DAYS (11 * 13)       | 2,928.00  |  |  |  |  |  |        |
| 15                     |  | ANNUAL AMOUNT PER UNIT (10 / 13)  | 9,150.00  |  |  |  |  |  | 9,150  |
| 16                     |  | MONTHLY AMOUNT PER UNIT (15 / 12) | 762.50    |  |  |  |  |  | 763    |
| 17                     |  | DAILY AMOUNT PER UNIT (10 / 14)   | 25.00     |  |  |  |  |  | 25     |
| 18                     |  | TOTAL MONTHLY AMOUNT (16 * 13)    | 6,100.00  |  |  |  |  |  | 6,100  |

APPROVED:

|  |               |                               |               |                              |               |
|--|---------------|-------------------------------|---------------|------------------------------|---------------|
| _____<br>PROVIDER AUTHORIZED SIGNATURE | _____<br>DATE | _____<br>CONTRACTS MANAGEMENT | _____<br>DATE | _____<br>DBH PROGRAM MANAGER | _____<br>DATE |
|--|---------------|-------------------------------|---------------|------------------------------|---------------|



# SCHEDULE A

SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH  
SUMMARY  
SCHEDULE "A" PLANNING ESTIMATES  
FY 2003 - 2004

Contractor Name: Arpy House, Inc.

Address: \_\_\_\_\_

Date Form Completed: 4/17/2003

## SCHEDULE A

Page 3 of 3

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

|                        | PROVIDER NUMBER                   | NR     | NNA    |  |  |  |  |         |
|------------------------|-----------------------------------|--------|--------|--|--|--|--|---------|
| LINE                   | MODE OF SERVICE                   | 5      | 5      |  |  |  |  | TOTAL   |
| #                      | SERVICE FUNCTION                  | 65     | 65     |  |  |  |  |         |
| <b>EXPENSES</b>        |                                   |        |        |  |  |  |  |         |
| 1                      | SALARIES                          |        |        |  |  |  |  | 0       |
| 2                      | BENEFITS                          |        |        |  |  |  |  | 0       |
| 3                      | OPERATING EXPENSES                |        |        |  |  |  |  | 0       |
| 4                      | TOTAL EXPENSES (1+2+3)            |        |        |  |  |  |  | 0       |
| <b>AGENCY REVENUES</b> |                                   |        |        |  |  |  |  |         |
| 5                      | PATIENT FEES                      |        |        |  |  |  |  | 0       |
| 6                      | PATIENT INSURANCE                 |        |        |  |  |  |  | 0       |
| 7                      | MEDI-CARE                         |        |        |  |  |  |  | 0       |
| 8                      | GRANTS/OTHER                      |        |        |  |  |  |  | 0       |
| 9                      | TOTAL AGENCY REVENUES (5+6+7+8)   |        |        |  |  |  |  | 0       |
| 10                     | CONTRACT AMOUNT (4-9)             | 96,624 | 73,200 |  |  |  |  | 169,824 |
|                        |                                   |        |        |  |  |  |  |         |
| 11                     | CONTRACT DAYS                     | 4,392  | 366    |  |  |  |  |         |
| 12                     | CONTRACT MONTHS                   | 12     | 12     |  |  |  |  |         |
| 13                     | NUMBER OF UNITS                   | 1      | 1      |  |  |  |  |         |
| 14                     | TOTAL CLIENT DAYS (11 * 13)       | 4,392  | 2,928  |  |  |  |  |         |
| 15                     | ANNUAL AMOUNT PER UNIT (10 / 13)  | 96,624 | 73,200 |  |  |  |  | 169,824 |
| 16                     | MONTHLY AMOUNT PER UNIT (15 / 12) | 8,052  | 6,100  |  |  |  |  | 14,152  |
| 17                     | DAILY AMOUNT PER UNIT (10 / 14)   | 22     | 25     |  |  |  |  | 47      |
| 18                     | TOTAL MONTHLY AMOUNT (16 * 13)    | 8,052  | 6,100  |  |  |  |  | 14,152  |

APPROVED:

|                               |      |                      |      |                     |      |
|-------------------------------|------|----------------------|------|---------------------|------|
|                               |      |                      |      |                     |      |
| PROVIDER AUTHORIZED SIGNATURE | DATE | CONTRACTS MANAGEMENT | DATE | DBH PROGRAM MANAGER | DATE |

**DEPARTMENT OF BEHAVIORAL HEALTH**  
**HOMELESS PROGRAM SHELTER SERVICES DESCRIPTION OF SERVICES**

July 1, 2003 – June 30, 2004

In addition to basic room and board, the County will pay for Homeless Shelter Services (the cooperation and coordination of facility providers as described within this addendum). The County is receiving temporary Homeless Shelter Services from the following named Provider at the geographical location(s) indicated for the types of program(s) listed:

|                        |   |
|------------------------|---|
| PROVIDER:              | <b>Roseanne Patrick</b><br><b>P.O. Box 5906</b><br><b>Garden Grove, CA 92846</b><br><b>(909) 538-5332</b>                             |
| LOCATION &<br>PROGRAM: | Arpy House, Inc.<br>151 E. King St., San Bernardino, CA 92408<br>232 E. Baseline St., San Bernardino, CA 92410                        |
| TYPE(S) OF<br>PROGRAM: | 8 Coed Emergency Shelter Transitional Beds<br>(2,928 Days), Fy03/04<br>12 Male Emergency Shelter Beds Type I<br>(4,392 Days), Fy03/04 |

**I. DEFINITION OF RECOVERY, WELLNESS, AND DISCOVERY AND  
REHABILITATIVE MENTAL HEALTH SERVICES**

Mental health Recovery, Wellness, and Discovery is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the

individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness, and Discovery approach involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life and making his/her own choices and decisions, re-integrating the client back into his/her community as contributing members, and achieving a satisfying and fulfilling life.

## II. SCOPE OF SERVICES

### A. Concept and Background

Pursuant to Assembly Bill 2541 (1985) San Bernardino County Department of Behavioral Health (DBH) instituted a program for homeless mentally ill individuals. The purpose of this program is to provide the basic needs of food, clothing, and shelter to mentally ill clients who are homeless, or in danger of becoming homeless. The goal of the program is to prevent significant homelessness among the mentally ill by having shelters available throughout the various regions of San Bernardino County. Case management and employment services are available to persons residing in contracted shelters.

### B. Target Population (Adults only)

In addition to the 12 male **Emergency Shelter Type I Beds**, the Contractor will provide 8 coed **Emergency Shelter Transitional Beds**. The **Transitional Living Facility** will provide eight (8) beds for homeless, mentally ill consumers who require extended periods of time in a residential facility. This includes persons who are discharged from substance abuse treatment facilities, those waiting SSI approvals, as well as those who are seeking employment. The length of stay may extend to a maximum of twelve months. The target population will also include the following;

1. Individuals with a primary diagnosis of a severe mental illness, who may have a secondary diagnosis of substance abuse and who may require a sober living environment.
  2. Individuals without any shelter.
  3. Individuals who do not require board and care services.
  4. Individuals without funds.
- C. In case of a natural disaster or emergency, individuals who require, or are at risk of requiring, residential services because of a mental disorder but are without active suicidal or violent behavior will be provided Mentally Ill Homeless services on an as needed basis.

### **III. REQUIRED LINKAGE WITH COUNTY SYSTEM**

Contractor will be expected to work cooperatively with the San Bernardino County East Valley Region (EVR) Homeless Program staff to form an integrated network of care for mentally ill adults. Contractor will maintain close communication with the existing San Bernardino County referral system in the coordination of patient placement so that contracted services can be accessed in a timely manner.

#### **A. Facilities**

1. Residential settings should be as close to a normal home environment as possible without sacrificing client safety or care.
2. Residential settings should have the appearance of a non-institutional setting. Exteriors should be aesthetically pleasing.
3. Mentally ill individuals, where possible, should be in separate facilities, and not part of one large facility attempting to serve an entire range of clients. Individuals who may be on parole, or have a history of violence, should not be housed with mentally ill clients.

4. In order to meet the clinical needs of the target population, several facilities will be designated as either male or female only.

**B. Services**

1. Services are encouraged to exist in every geographic area to the extent resources are available for clients in the target population categories.
2. Services to the target population shall be delivered county-wide to ensure access by members of the target populations.

**C. Coordination**

1. Contractor will assist mentally ill residents with access for placement, general treatment, and to other community resources.
2. Contractor shall allow the Homeless Program staff access to the facility, at times convenient to the client and the Homeless Program staff.
3. Contractor shall notify the Homeless Program immediately following the departure, for any reason, of a client who was referred to that facility by the Homeless Program.
4. Contractor shall cooperate with the Homeless Program staff in all matters related to the monitoring of this program.
5. Placements into Shelter will take place Monday through Friday, 8:00 a.m. to 5:00 p.m., or after 5:00 p.m. with prior notification and agreement by the Contractor. Contractor may be asked to agree to accept weekend/holiday placements directly from Arrowhead Regional Medical Center (ARMC) Behavioral Health.

**IV. PROGRAM REQUIREMENTS**

**A. Program Descriptions for Homeless Shelter Semi-supervised Facilities**

1. Safe and sanitary sleeping quarters on a nightly basis.
  2. Provide clean and functional bath facilities for residents which ensure safety, a healthy environment and privacy for each resident.
  3. Three well-balanced meals on a daily basis. Current menus will be posted on a daily basis. All residents will be made aware of the menu. Special diets will be accommodated, as necessary.
  4. Cooperation with the Homeless Program staff regarding the monitoring of meals provided homeless clients.
  5. Laundry facilities must be clean, accessible and functional for residents.
  6. Suitable lounge areas that are clean, accessible and safe.
  7. Locked storage areas for each Homeless Program resident. Clients will be allowed access to this area, upon request.
  8. Provide a daily census to the Homeless Program staff of homeless clients for billing and administrative purposes.
  9. If Contractor provides sober living services, its facilities shall be free of any drugs and alcohol. Clients required to take prescription medication will be able to seek placement in these facilities.
  10. Provide a telephone within the facility which is available twenty-four (24) hours per day, seven (7) days per week for resident use. This may be a pay telephone.
- B. Staffing Patterns
1. A minimum of one (1) resident supervisor, who has experience in the field of mental health working with emotionally disturbed adults will be hired for each facility location. Contractor must demonstrate that the

shelter is adequately supervised at all times when residents are present. A resident supervisor shall be awake and available from 7:00 a.m. to 10:00 p.m., seven (7) days a week. Homeless Shelter staffing will continuously be rated by the Homeless Program Clinic Supervisor, or designee, for cooperation, experience, and professionalism.

2. Contractor staff shall not provide counseling or therapy for clients. All potential problems should be reported to the Homeless Program Case Manager.
- C. Admission Criteria (as determined by the Homeless Program Clinic Supervisor or designee)
1. Clients who have a DSM-IV diagnosis and are without funds to pay for shelter.
  2. Clients discharged from inpatient psychiatric units and clients in outpatient treatment will be admitted.
  3. Clients must be able to provide for their own personal care, including taking any prescribed medications.
  4. Clients who need convalescent, or nursing care will not be admitted to shelters.
  5. Clients must not display any acts of violence, or intentions to harm self, or others at the time of admission.
  6. Clients who have a substance use diagnosis only, will not be admitted to the program. Dual-diagnosed clients will be admitted subject to the client's acceptance of treatment.
  7. Contractor shall develop in writing, a client admission policy and make it available to the public, upon their request.

**D. Exit Criteria (as determined by the Homeless Program Clinic Supervisor or designee)**

1. Upon the expiration of the time allocated by the voucher.
2. When alternative housing is acquired by the client.
3. Any violations of prohibitions against violence, substance use, stealing, or negative interactions with other shelter residents.
4. Upon the receipt of sufficient funds by the client to purchase shelter services.
5. Clients who need inpatient treatment, or those who display behavior which require a higher level of placement services, will be assisted by the Homeless Program to move to another facility.

**E. Billing**

1. Claims for reimbursement will be made through Homeless Food and Lodging Voucher forms. These forms are executed by the placing Case Manager at the time of placement into a shelter. Only vouchers signed by those staff members authorized to complete vouchers shall be recognized.
2. Services provided are to be billed as set forth in Article IV, Paragraph E of the agreement

**F. Facility Maintenance Requirements**

1. All facilities must meet health and safety requirements set forth by the State of California, (Section 1536.1). They must also meet all health and safety requirements imposed by local jurisdictions in which shelters exist.
2. All facilities must allow for adequate space for each resident placed there.



3. Maintain a living environment and physical plant conducive to quality care and treatment of mentally disabled individuals, including on-going maintenance repair and/or replacement as needed of beds, linen, flooring, paint, window coverings, fixtures, furniture, landscape, etc.
  4. Contractor must demonstrate legal possession of the facilities which will be used for shelter services. This will be through a deed showing title or proof of lease agreement.
- G. Homeless Shelter Monitoring and Evaluation
1. An Annual Homeless Shelter Evaluation (Exhibit B) will be required.
  2. Periodic on-site inspection and investigation of the facility will be conducted.

**HOMELESS FOOD AND LODGING VOUCHER CONTROL**

**I. Control of Unissued Food and Lodging Vouchers**

- A. Forms shall be stored in a secured area with restricted access and one person designated responsible for voucher inventory.
- B. Perpetual voucher inventory records shall be kept by a responsible person or designee.
- C. A physical voucher inventory shall be performed by a third party at least quarterly. A formal written report plus supporting documentation shall be reviewed and approved by the Program Manager or designee.

**II. Distribution to Issuing Office**

- A. A list of authorized requestors shall be maintained by the Homeless Program Manager. This list will be provided to the person responsible for the voucher inventory. Requests for vouchers will be restricted to the list of authorized requestors mentioned above.
- B. Phone orders will be authorized only when the person responsible for the voucher inventory has personal knowledge that the requestor is in fact the person on the authorized requestors' list.
- C. Upon request for vouchers, the issuing office will fill out a "Request for Food and Lodging Voucher" ("Request") form in accordance with separate procedure.
- D. The number of vouchers requested and two (2) copies of the "Request" form will be sent to requestor. A third copy of the "Request" form will be kept in a suspense file at the voucher inventory office.
- E. Requestor will, upon receiving vouchers and verifying that all vouchers are there, sign second copy of "Request" form and return to voucher inventory person.
- F. The voucher inventory office will match properly approved second copy of "Request" form with the third copy of the "Request" form in suspense file.
- G. The matched "Request" forms will be filed as a proof of receipt of vouchers. Any unmatched vouchers older than five (5) working days are to be investigated.

**III. Issuing of Vouchers**

- A. The Homeless Case Manager is responsible for completing the four-part voucher, except for the portion that reads "Date Out." The first three copies of the voucher are given to the Provider by the Case Manager when the client is placed. The fourth copy of the voucher is kept in a suspense file at the Homeless Program Office. The Provider keeps the three-part Voucher in a suspense file.

- B. When the client leaves the facility, the Homeless Case Manager obtains the three-part Voucher from the Provider and completes the "Date Out." The original redeemed voucher is kept by the Provider to submit with his/her monthly "Claim for Reimbursement" (Exhibit C). The Homeless Case Manager takes the second copy of the voucher and returns it to the Homeless Program Office. When this copy is received at the Homeless Program Office, it is matched with the fourth copy of the redeemed voucher in the suspense file and filed with issued, canceled vouchers. The third copy of the redeemed voucher is kept by the Provider for his/her records.

IV. Redemption of Food and Lodging Vouchers

- A. Redeemed vouchers will be accumulated by Provider and submitted monthly for payment using "Claim for Reimbursement" form (Exhibit C).
- B. The completed "Claim for Reimbursement" form (Exhibit C) plus all original vouchers will be forwarded to: Department of Behavioral Health, Homeless Program, Attention: Clerk, 590 North Sierra Way, San Bernardino, CA 92401.
- C. Homeless Program Administration will audit the claim for its completeness and check voucher(s) for authorized approved signatures and process for payment. The Homeless Program will provide East Valley Region Administration an updated listing of authorized signatures for Food and Lodging Vouchers. The claim and original vouchers will be filed by Homeless Program Administration as support for payment made.
- D. Copies of original vouchers may be submitted on those clients remaining in placement from one month into the next month. The original voucher is to be submitted when the client leaves the facility.

## HOMELESS SHELTER EVALUATION

Facility \_\_\_\_\_ Date of Site Evaluation \_\_\_\_\_

Gender and number of Clients Served: Male \_\_\_\_\_ Female \_\_\_\_\_ Coed \_\_\_\_\_

Does local ordinance require permits/licenses and are they displayed? Yes \_\_\_\_\_ No \_\_\_\_\_

Distance to the nearest Bus Stop? \_\_\_\_\_

Sober Living Facility? Yes \_\_\_\_\_ No \_\_\_\_\_

| <i>Item</i>  | <i>Explanation</i> | <i>Meets Standards--&gt;</i> | <b>Y</b> | <b>N</b> |
|--|--------------------|------------------------------|----------|----------|
| <b>Exterior Appearance</b>   |                    |                              |          |          |
| <b>Interior Appearance</b>   |                    |                              |          |          |
| Floors   |                    |                              |          |          |
| Carpets  |                    |                              |          |          |
| Walls  |                    |                              |          |          |
| Kitchen  |                    |                              |          |          |
| Bathrooms (sufficient for the number of occupants)                         |                    |                              |          |          |
| Bedrooms   |                    |                              |          |          |
| Storage  |                    |                              |          |          |
| Furnishings  |                    |                              |          |          |
| <b>Staffing</b>  |                    |                              |          |          |
| Experience   |                    |                              |          |          |
| Professionalism  |                    |                              |          |          |
| Phone Manners  |                    |                              |          |          |
| Cooperation  |                    |                              |          |          |
| <b>Meals</b>   |                    |                              |          |          |
| Quality  |                    |                              |          |          |
| Quantity   |                    |                              |          |          |
| Regularity   |                    |                              |          |          |
| Environment  |                    |                              |          |          |
| Heating  |                    |                              |          |          |
| Cooling  |                    |                              |          |          |
| Smoke Alarms & Available Telephone   |                    |                              |          |          |
| Safe Smoking Area  |                    |                              |          |          |
| General Safety (In compliance with all local zoning and fire requirements) |                    |                              |          |          |

Rater's Name \_\_\_\_\_  
Date of Evaluation \_\_\_\_\_

Rater's Title \_\_\_\_\_ Skd E:\Fy9900\Homeless\Acacia House\con.acacia.99.DOC

EXHIBIT C  
SAN BERNARDINO COUNTY  
DEPARTMENT OF BEHAVIORAL HEALTH

**CLAIM FOR REIMBURSEMENT - HOMELESS PROGRAM**

CLAIMANT: \_\_\_\_\_

SERVICE MONTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FEDERAL ID or  
SOCIAL SECURITY NO: \_\_\_\_\_

PROVIDER NO: \_\_\_\_\_

PAGE \_\_\_\_\_ OF \_\_\_\_\_

| <b><u>VOUCHER<br/>NUMBER</u></b> | <b><u>ADMIT<br/>DATE</u></b> | <b><u>DISCHARGE<br/>DATE</u></b> | <b><u># OF<br/>CLIENT DAYS X</u></b> | <b><u>RATE</u> =</b> | <b><u>AMOUNT<br/>CLAIMED</u></b> |
|----------------------------------|------------------------------|----------------------------------|--------------------------------------|----------------------|----------------------------------|
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |
| _____                            | _____                        | _____                            | _____                                | _____                | _____                            |

**AMOUNT AUTHORIZED FOR PAYMENT** \_\_\_\_\_

I certify that I am the duly qualified and authorized official of the herein claimant responsible for the examination and settlement of accounts and that the expenditures claimed are properly supported in the accounting records.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

**I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

## **ATTACHMENT I**

- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- I. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- J. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

### **II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the

Business Associate or to carry out the legal responsibilities of the Business Associate.

- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or



## **ATTACHMENT I**

disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

# INFORMATION SHEET

*(one Information Sheet per Clinic)*

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH CONTRACTS UNIT.

| SECTION I: CONTRACTOR INFORMATION  |         |   |         |
|--|---------|---|---------|
| Contractor Name:   |         |   |         |
| Address (including City, State and Zip Code):  |         | Phone:  |         |
| Web Site:  | Email:  | Fax:  |         |
| Clinic Site Name (If Different from Contractor):   |         |   |         |
| Address (including City, State and Zip Code):  |         | Phone:  |         |
| Web Site:  | Email:  | Fax:  |         |
| Clinic Contact:  |         | Title:  |         |
| <b>Contract Signature Authority:</b>   |         |   |         |
| Name:  |         | Name:   |         |
| Title:   |         | Title:  |         |
| Signature:   |         | Signature:  |         |
| Phone #:<br>(       )  | E-Mail: | Phone #:<br>(       )   | E-Mail: |
| <b>Claim Signature Authority:</b>  |         |   |         |
| Name:  |         | Name:   |         |
| Title:   |         | Title:  |         |
| Signature:   |         | Signature:  |         |
| Phone #:<br>(       )  | E-Mail: | Phone #:<br>(       )   | E-Mail: |
| SECTION II: DBH INFORMATION  |         |   |         |
| <b>Contract Mailing Address:</b>   |         | <b>Contracts Unit:</b>  |         |
| San Bernardino County<br>Department of Behavioral Health<br><div style="text-align: right;">Contracts Unit</div> 700 E. Gilbert Street, Bldg #3<br>San Bernardino, CA 92415-0920 |         | <b>Myron Hilliard, Accounting Tech</b> 909-387-7592<br>E-Mail: <a href="mailto:mhilliard@dbh.sbcounty.gov">mhilliard@dbh.sbcounty.gov</a><br><b>Doug Moore, Staff Analyst II</b> 909-387-7589<br>E-Mail: <a href="mailto:dmoore@dbh.sbcounty.gov">dmoore@dbh.sbcounty.gov</a><br><b>Patty Glas, Admin Supervisor II</b> 909-387-7170<br>E-Mail: <a href="mailto:pglas@dbh.sbcounty.gov">pglas@dbh.sbcounty.gov</a><br><b>Unit Fax #: 909-387-7593</b> |         |
| <b>DBH Program Contacts:</b>   |         |   |         |